

CITY OF SEATTLE - DEPARTMENT OF LIGHTING
1015 Third Avenue
Seattle, Washington 98104

TEMPORARY PERMIT
(Commercial)
P.M. #240429-1-405

PERMISSION is hereby granted to WESTERN SALVAGE COMPANY, 6901 East Marginal Way South, Seattle, Washington 98108, hereinafter called the "permittee", to use or occupy the following described property, to wit:

Portion of the southeast 1/4 of the southwest 1/4 of the north-east 1/4 of Section 29, Township 24 North, Range 4 East, W.M., more specifically described as follows:

Beginning at a point on the south line of said Donation Claim two thousand forty-six (2,046) feet east of the southwest corner at the point of intersection of said Donation Claim meander line and the south line of said Donation Claim; thence North 89°58'02" West, two hundred seventeen and ninety-six one-hundredths (217.96) feet; thence North 22°31'58" East, two hundred fifteen and eighty-two one-hundredths (215.82) feet; thence North 86°01'58" East, two hundred forty and four one-hundredths (240.04) feet to the True Point of Beginning; thence South 5°09'30" East, one hundred and thirty-eight one-hundredths (100.38) feet; thence South 16°02'20" West, eighty-nine and seventy-nine one-hundredths (89.79) feet; thence North 89°57'44" West, forty-six and forty one-hundredths (46.40) feet; thence North 18°27'19" East, one hundred ninety-six and thirty-four one-hundredths (196.34) feet, to the True Point of Beginning and the end of this line description.

EXCEPT the south 10 feet deeded for South Myrtle Street by Ordinance 36167.

Dec. 1, 1977 me
for an indefinite period commencing ~~October 1, 1977~~ for storage of construction and salvage materials subject to the following terms and stipulations:

1. The permittee agrees to pay the following fees for the rights and privileges as above stated:

a) The rental fee to be paid the City of Seattle for the temporary use of said property shall be ONE HUNDRED TWENTY-FIVE AND NO/100 Dollars (\$125.00) per month, plus 12% annual leasehold estate tax, payable each month in advance.

b) The administrative fee for granting this permit shall be SEVENTY-FIVE AND NO/100 Dollars (\$75.00).

2. The rental fee will be subject to annual review and possible revision, based on then current market conditions and use of property.

3. Permittee hereby agrees that in case of increase or decrease of rental fee, it is understood that all other provisions of this permit shall remain in full force, changed only by such alterations in amount of rent and not otherwise.

4. The permittee shall pay all license, excise and occupation taxes concerning the business conducted on said premises, all taxes on property of permittee on said premises, and all taxes on the permittee's leasehold interest created by this temporary permit.

5. The permittee agrees to assume all liability for any damages caused to the City's transmission line facilities arising out of or resulting from its use of the herein described property.

6. The permittee agrees that the City of Seattle shall not be liable for any damage to the permittee's property by reason of any construction, alterations, maintenance or improvements performed in said property by the City of Seattle, its agents or representatives.
7. The permittee agrees not to use the property herein described for any other purpose whatsoever than as set forth above, and agrees that the Superintendent of Lighting of the City of Seattle shall be the sole judge of any conflict or violation of such use as above stated.
8. This permit is for the use of the above described land only and shall not be construed to replace or to be used in lieu of any permits or licenses which may be required, granted or supervised by any other subdivision or government charged with the licensing, policing and supervising of the operations of the permittee hereunder.
9. No building or structure shall be constructed or placed upon the above described property without the written approval of the Superintendent of Lighting.
10. The permittee agrees to submit plans furnishing details of any blacktopping, grading, cuts or fills for approval by the Superintendent of Lighting, or his representatives, prior to the undertaking of any such blacktopping, grading, cut or fill operation on the herein described property.
11. Where this permit is issued for the use of roadways, then it shall not be deemed or held to be an exclusive permit or prohibit the City of Seattle, Lighting Department, from granting other permits of like or other nature, or interfere with the City's use of said property, or affect its jurisdiction of all or any part of it.
12. The permittee agrees to maintain the premises occupied or used in an orderly, fit and sanitary condition and to leave the same in an orderly, fit and sanitary condition; and at the expiration of the term of this permit, or upon an earlier termination thereof, shall peacefully surrender such premises and the use thereof.
13. The permittee agrees to indemnify and save harmless the City from any and all claims, actions, or damages of any kind or description which may accrue or be suffered by any persons or property by reason of the construction, maintenance, operation or use of said property, or the use or occupancy of said property by permittee. And, in the case of any suit or action brought against the City by reason thereof, the permittee will, upon notice to him of the commencement thereof, defend such suit or action at permittee's sole cost and expense and will satisfy the final judgment rendered in any such action, excepting any and all claims, actions or damages of any kind which may accrue out of the negligence of the City of Seattle, Department of Lighting.
14. The permittee shall at all times during the period of this permit maintain in effect, with the City of Seattle as an additional insured, a policy of liability and property damage insurance with minimum limits of \$1,000,000 liability and \$100,000 property damage, insuring against loss or damage arising out of or resulting from the use of the property by the permittee, and shall furnish the Superintendent of Lighting a certificate evidencing that this policy is in effect. The minimum limits of this required insurance are subject to review and change by the decision of the Superintendent of Lighting, commencing with the third year of this permit and every third year thereafter.
15. The Superintendent of Lighting, or his agents, shall have the right at all reasonable times to inspect said premises for the purpose of observing the conditions thereof and the manner of compliance by the permittee with the terms and conditions of this permit.
16. The Superintendent of Lighting shall have the right at all times to suspend any or all operations on above property which he deems to be detrimental to the best interest of the City of Seattle.

17. The permittee shall not at any time interfere with the City of Seattle's access to and over said property.

18. This permit is subject to cancellation at any time upon thirty (30) days' written notice by the Superintendent of Lighting mailed to permittee's last known address, and the return of unearned, prepaid rental fee, if any.

19. Should the permittee violate, breach, or fail to keep or perform any covenant, agreement, term or condition of this permit, it shall forfeit all and any rights herein permitted; and the City shall have the right to immediately cancel and terminate said permit and all of the permittee's rights hereunder without liability for loss or damage the permittee may thereby sustain; and, upon termination of this permit, the permittee will vacate said premises and remove therefrom.

20. The permittee shall remove all its personal property from said premises on or before the termination date of this permit. If the permittee shall fail to remove such personal property on or before the termination date of this permit, the same shall, at the option of the City, become a part of the realty and the property of the City of Seattle; or the City may, at its election, remove the same without liability to the permittee for loss, injury or damage thereto, and the cost of such removal and restoration of said premises to their former condition shall be paid by the permittee to the City of Seattle upon demand.

21. The permittee agrees to fully comply with all the requirements of Ordinance 101432, particularly with respect to Section 3.2 of said ordinance. The permittee also agrees to follow and comply with the instructions for the implementation of Ordinance 101432 as set forth in the attached "Instructions for Permit (Lease) Compliance Ordinance 101432". The terms of these provisions shall also apply to any and all subpermittees or subcontractors connected with this permit. Copies of Ordinance 101432 and "Instructions for Permit (Lease) Compliance Ordinance 101432", together with copies of the Sworn Statement Forms HR-3 revised and HR-2a revised, are attached hereto and by this reference made a part hereof. Receipt of the copies herein referred to is acknowledged by the permittee's execution of this temporary permit.

22. This permit is not transferable or assignable, in whole or in part, without the approval of the Superintendent of Lighting.

GRANTED this 8th day of February, 1978.

BOARD OF PUBLIC WORKS
OF THE CITY OF SEATTLE

By: Paul Wistend
Chairman

ATTEST:

Betty L. McFarlane
Executive Secretary

ACCEPTED BY: WESTERN SALVAGE COMPANY

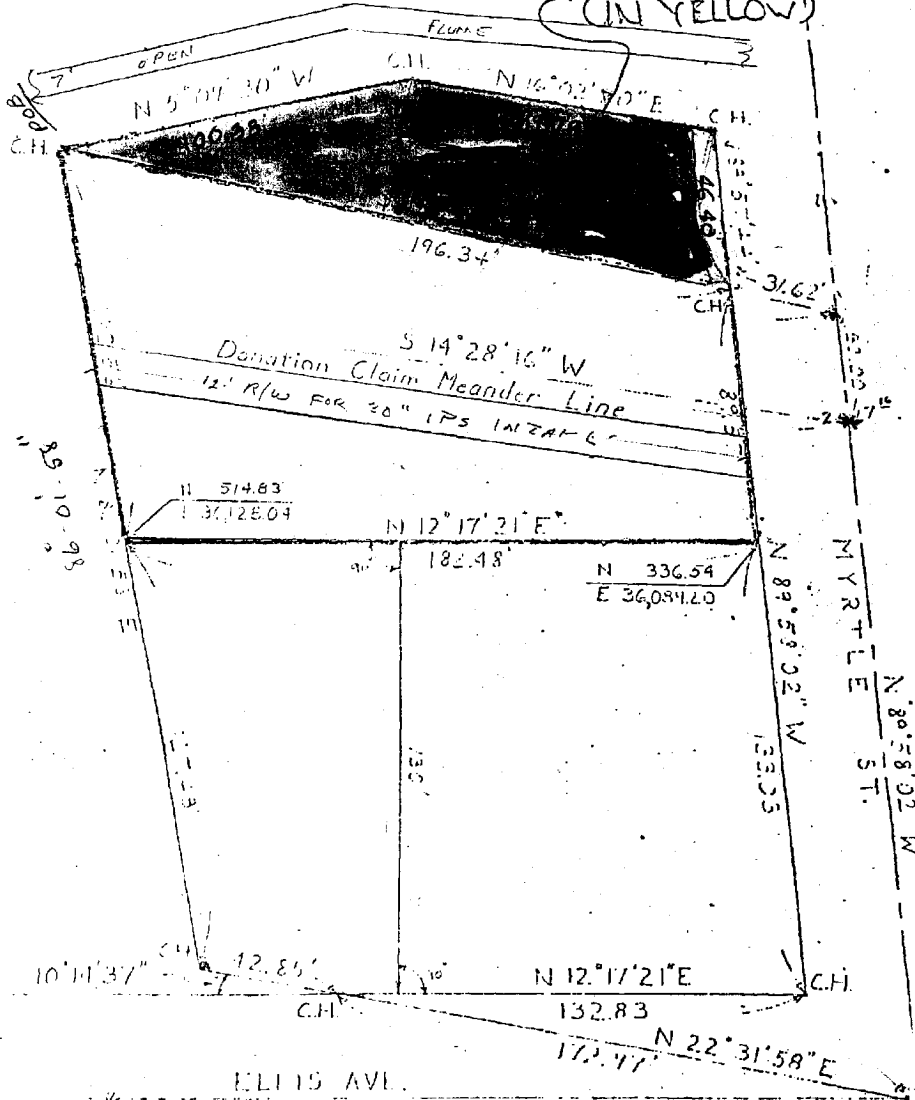
By: Jackie Lee - Gen. Mgr.
Title

Recommended By:

Samuel L. King
Superintendent of Lighting

MYRTLE ST. BARN SI

SUBJECT
(IN YELLOW)



ELLIS AVE.

E.M. Collins DC

2RD 19163

19-29-14-4

Red 4114711

10453 C.H. Conc. Hub

SCL 06042

Bldg Dept →

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and executed in quadruplicate on this 2nd day of November, 1977, by and between THE CITY OF SEATTLE, a municipal corporation duly organized and existing under the laws of the State of Washington, its successors and assigns, as Lessor, hereinafter referred to as City, and WESTERN SALVAGE COMPANY, its heirs, successors and assigns, hereinafter referred to as Lessee.

PREMISES

The City, as the legal owner of the real property described as follows:

See Attachment A

in consideration of the rental below specified and of the covenants hereinafter stipulated, does hereby lease to the Lessee and the Lessee does hereby lease from the City, approximately 18,000 square feet of unimproved, fenced land, located on the above described subject real estate commonly known as 1012 South Myrtle, Seattle, Washington, and hereinafter referred to as the "Premises".

USE

The use of the premises shall be for open storage of construction and salvage materials and the Lessee agrees that they will not enter into any sub-lease or other agreement to undertake management of the premises on their own for other purposes, whether long or short term in nature, or engage in any activity other than for the express purpose stipulated herein without explicit written authorization from the City, upon appropriate review of the circumstances, terms and conditions of this Agreement. The rights granted by City shall not be construed as authorizing the conduct of a separate business by Lessee but shall permit Lessee to perform such functions as are incident to its use of the premises. Subject to the provisions herein and the paragraph pertaining to termination, the covenants and agreements of this lease shall be binding upon the heirs, successors, assigns and all other parties legally empowered with signatory rights of any or all of the parties hereto.

TERM

The term of this Lease Agreement shall be month-to-month commencing on September 1, 1977 and terminating on thirty (30) days advance notice in writing to the Lessee when the premises are required by the City for public purposes or for sale. At the option of the City, this lease is subject to renegotiation of the terms and conditions herein.

If the Lessee shall holdover after expiration of the term of this lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the Laws of the State of Washington. During such tenancy, Lessee agrees to pay to the City the same rate of rental as set forth herein, unless a different rate is agreed upon in writing, and to be bound by all of the terms, covenants, and conditions as herein specified, so far as applicable.

RENT

In consideration of the covenants contained herein, Lessee agrees to pay to the City as monthly rental for said premises the sum of THREE HUNDRED SEVENTY-FIVE and no/100 DOLLARS (\$375.00) payable without demand or notice to the City Treasurer in lawful money of the United States on the 1st day of each and every month of the lease term.

LICENSES AND TAXES

Lessee shall be liable for, and shall pay throughout the term of this Agreement, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on personal property of Lessee on the premises and any excise or other taxes on the leasehold created by this Agreement. Lessee shall also pay Unemployment Insurance, Social Security, Workman's Compensation, applicable to its business, and otherwise fulfill all statutory fiscal obligations required by law.

UTILITIES - SERVICES

Lessee agrees to pay when due all charges for all utility installation and modifications thereto occasioned by Lessee's requirements, and all other services on or to the premises, including but not limited to: electricity, gas, water, telephone, sewer, garbage, heating, janitorial, security and grounds keeping. If such charges remain due or unpaid for over a thirty-day period, the City may at its option consider the Lessee a tenant at sufferance and immediately re-enter said premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

The City shall not be liable for any injury, loss or damage caused by or resulting from any interruption or failure of said services due to any causes whatsoever beyond the reasonable control or prevention of the City, except due to the City's negligence. The Lessee shall not be entitled to an offset, reduction or return of rental as a result of any interruption or failure of said services.

INSURANCE

The Lessee shall maintain or secure a policy of standard form comprehensive general liability insurance with an insurance company licensed to do business in the State of Washington, protecting and indemnifying the owners, landlord and tenant and naming the City as an additional insured, against any and all claims for damage to persons or property or for loss of life including the liability of the City for such to the Lessee, its heirs and successors, any of their employees, and any liability of the Lessee as such to the City, its officers, agents and employees, arising out of or in connection with the occupancy and use of the premises as well as any and all claims and risks in connection with any acts or omissions performed by Lessee by virtue of the rights granted pursuant to this Agreement. Policy limits shall be in the amount of at least \$250,00 public liability for each person, \$1,000,000 public liability for each occurrence and \$100,000 property damage in any one incident for each

occurrence and a copy of said insurance policy shall be filed with the Superintendent of Buildings. Said insurance policy shall contain a provision requiring the carrier to provide at least thirty (30) days prior notice of cancellation to the insured parties named in the policy. The coverages provided by said insurance policy to the City or any named insured shall not be terminated, reduced, or otherwise changed in any respect without providing at least thirty (30) days prior written notice to the City of Seattle, attention: Superintendent of Buildings. The City and the Lessee hereby grant to each other on behalf of themselves and any or all insurers providing insurance to either of them covering any of the facilities covered by this Agreement, a waiver of any right of recovery against the other party and a waiver of any right of subrogation any such insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

HOLD HARMLESS

Lessee will hold the City harmless from any and all claims whatsoever by reason of accident, injury or death caused to persons or property of any kind occurring by the fault or neglect of the Lessee, its agents or invitees, or occurring without the fault or neglect of the City in or about common areas such as elevators, hallways, water closets and other areas under control of the City which are not included in the premises described herein, or caused by faults or defects inherent in the structure or failures or malfunctions thereof not discernable by reasonable inspection. The City will hold the Lessee harmless from any and all claims whatsoever by reason of accident, injury or death caused to persons or property of any kind by the fault or neglect of the City, its employees or agents or occurring without the fault or neglect of the Lessee in areas under the control of the City. All personal property on said premises shall be the responsibility and at the risk of the Lessee.

POSSESSION

In the event of the inability of City to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, neither City nor City's agents shall be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, Lessee shall not be liable for any rent until such time as City can deliver possession. If the Lessee shall take possession of the premises prior to the commencement date of this lease, Lessee and City agree to be bound by all of the provisions and obligations hereunder during such prior period, including payment of rent at the rate stated herein. In the event that the Lessee requests a change in locks or changes the locks, said changes shall be at the sole expense of Lessee. Lessee shall notify the City in writing of such change and for emergency use shall provide City with one (1) key for each lock on the premises.

CARE OF PREMISES

Premises shall at all times be kept and used in accordance with the laws of the State of Washington and ordinances of the City of Seattle, and in accordance with all statutory authorized rules and regulations of the health officer, fire marshall, building inspector or other proper officer of the City of Seattle at the sole cost and expense of said Lessee; except as such compliance may be modified by the intent and meaning of paragraphs within this lease agreement defining Maintenance-Repairs and Alterations requirements. Lessee will permit no waste, damage, or injury to the premises, and will not use or permit in said premises anything that will increase the rate of fire insurance thereon, nor will Lessee maintain anything that may be dangerous to life or limb; or overload the floors; or permit any objectionable noise or odor to escape or to be emitted from said premises; or permit anything to be done upon said premises in any way that will tend to create a nuisance or in the event of multiple occupancy, to disturb any other tenants of the building, or to use or permit the use of said premises for lodging or sleeping purposes.

ACCESS

Lessee will allow City, or City's agent or assigns, free access at all reasonable times to said premises for the purposes of inspection, cleaning or making repairs, additions or alterations to the premises or any property owned by or under the control of City, but this right shall not be construed as an agreement on the part of the City to make said inspections, clean or make repairs, additions or alterations. The Lessee shall have reasonable access to those areas where necessary for utility services to the leased premises. The City shall have the right to place and maintain "For Rent" signs in a conspicuous place on said premises and to show premises to prospective tenants for thirty (30) days prior to the expiration of this lease.

SIGNS

No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass, woodwork or walls of the premises hereby demised, except such as shall be approved by the City, in writing and in advance. All signs so placed shall be removed at Lessee's expense prior to termination of tenancy.

MAINTENANCE-REPAIRS

The premises have been inspected by both parties and are accepted by Lessee in its existing condition without reservation except for latent defects or faulty construction of the buildings not discoverable by inspection at the time of taking possession. Lessee will at all times keep the premises neat, clean and in a safe and sanitary condition. All normal repairs to roof, walls and foundations and existing utility connections to and from the premises, necessary to maintain premises in a tenantable condition shall be done by or under the direction of City, and at Lessee's expense, including those caused by negligence or acts of Lessee, his agents or invitees, which repairs shall also be made at the sole expense of Lessee. All other maintenance and repairs to the premises shall be the responsibility of and at the sole expense of the Lessee, except that such maintenance and repairs shall be subject to the prior written approval of and at the direction of the City. Lessee agrees that, at the expiration or termination of this lease, Lessee will quit and surrender said premises without notice in as good condition as received at commencement of term, ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by Lessee excepted, provided that; if alterations, additions or improvements have been made to the premises as provided in this Agreement, Lessee shall not be required to restore the premises to the condition in which they were prior to such alterations and improvements.

ALTERATIONS

Lessee shall not make, or cause to be made, any alterations, additions or improvements in said premises, without the consent of City in writing first had and obtained, and all alterations, additions or improvements which shall be made, shall be at the sole cost and expense of Lessee, and shall become the property of the City, and shall remain in and be surrendered with the premises as a part thereof at the termination of this lease, without disturbance, molestation or injury. If the Lessee shall perform work with the consent of the City, as aforesaid, Lessee agrees to comply with all laws, ordinances, statutory authorized rules and regulations of the City of Seattle or other authorized public authority. The Lessee further agrees to save the City free and harmless from damage, loss or expense arising out of said work. Lessee agrees that City has the right to make alterations to the premises and to the building in which the premises are situated provided said alterations do not interfere with the ordinary operation of the leased premises by the Lessee. City agrees to save the Lessee free and harmless from damage, loss or expense arising out of said alterations performed by the City.

DAMAGE OR DESTRUCTION

In the event the premises are damaged by fire, earthquake, act of war, or other extraordinary casualty to such an extent as to render the same untenable in whole or in substantial part thereof, or are destroyed, it shall be optional with the City to repair or rebuild the same; and after the happening of any such event, the Lessee shall within forty-eight hours give the City or City's agent notice thereof. City shall have not more than sixty (60) days after date of such notification to notify the Lessee in writing of City's intentions to repair or rebuild said premises, or in part so damaged as aforesaid. If the City elects to repair or rebuild said premises, City shall prosecute the work of such repairing or rebuilding without unnecessary delay, and during such period the rent of said premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If the City shall fail to give the notice aforesaid, Lessee shall have the right to declare this lease terminated by written notice served upon the City or City's agent. In the event the building in which the leased premises are located shall be destroyed or damaged even though the leased premises shall not be damaged thereby, if in the opinion of the City it shall not be practical to repair or rebuild, then it shall be optional with the City to terminate this lease by written notice served on Lessee within sixty (60) days after such damage or destruction has been determined as irreparable. Notwithstanding any other provision herein, no party to this lease shall be liable in damages to any other party for cancellation of this lease pursuant to the provisions of this paragraph.

TERMINATION

In the event that Lessee defaults in the performance of any of the terms, provisions, covenants and agreements on the Lessee's part to be kept, observed and performed, or if the Lessee shall abandon, desert, vacate or remove from the premises, or if the Lessee shall, without the City's written consent sell, assign, mortgage or pledge this Lease Agreement, or if Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudicated a bankrupt after the filing of an involuntary petition in bankruptcy, or if Lessee shall take or receive the advantage or benefit of any insolvency, or if Lessee shall enter into an agreement of composition with his creditors, then in such event, the City may, at its option, terminate this Agreement at any time thereafter and all of the estate, right, and title in it, granted to or vested in the Lessee, by giving twenty (20) days notice in writing of such election, by Registered/Certified Mail addressed to the Lessee at the address provided herein, and at the expiration of such twenty (20) day period, this Agreement and all of the estate, right, title and interest in it, granted to or vested in the Lessee shall then cease and determine, and the City may re-enter said premises, using such force as may be required. Notwithstanding such re-entry by the City and anything to the contrary in this agreement, the liability of the Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this lease. The Superintendent of Buildings shall have the right to determine whether there is any violation of the covenants of this lease, including non-payment of rent, and shall have the further right at any time during the term of this lease to suspend any or all operations on the above-described premises for such violations and to declare this lease terminated within thirty (30) days after furnishing Lessee written notice of such violation and the City's intent to terminate if timely corrective action by the Lessee has not been taken. City does not waive full compliance with the terms and conditions of this lease by acceptance of rent. The Lessee, by entry into possession, does not accept or assume liability for any latent

conditions of the premises not discoverable by ordinary inspection. No waiver of default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants and conditions herein contained, to be performed, kept and observed by the other party, except; parties will be excused from those contractual obligations affected when performance is outside the reasonable control of Lessee and prevented by Acts of God, War, War-like operations, invasions, hostilities, military or usurped power, sabotage, civil commotion, rebellion or riots. Failure to fulfill contract obligations beyond the reasonable control of either party will not be considered a breach of contract and performance of those obligations affected will be suspended for the duration of the condition. Suspension of performance shall not act or be construed as implied extension of the lease term or modification of other terms and conditions of this agreement. During the existence of any such condition, both parties will use every effort to protect the property of the other.

RELOCATION

Lessee understands and agrees that this lease and its terms are subject to the following conditions:

1. The status of the Lessee is only that of an interim tenant with the term of tenancy limited by the City's declaration of intended use and/or need for the subject property as provided in other lease terms herein.
2. Termination of tenancy as a result of: expiration of the term, or; by notice to Lessee that due to the overriding need of the City, renewal or extension of the term is not granted, or; Lessee's failure to comply with the terms and conditions of the lease; shall not render Lessee a "displaced person" as defined and used in State and Federal Laws and Regulations pertaining to relocation assistance and such termination shall not qualify Lessee, for any of the benefits under present or future relocation assistance laws, rules or regulations.
3. The amount of rental stipulated as consideration for this lease includes, as a part thereof, full settlement for relocation benefits and any consequences of interim tenancy provisions herein.

EQUALITY OF OPPORTUNITY

In all hiring or employment made possible or resulting from this lease there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in the receipt of the benefit of any services or activities made possible by or resulting from this lease on the ground of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this lease and shall be grounds for termination as provided hereinbefore.

ADJUSTMENTS OF CLAIMS

Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage or theft arising out of the activities of Lessee under this Agreement. Lessee agrees that all such claims, whether processed by Lessee or its insurer either directly or by means of an agent, will be handled by a person with a permanent office in the Seattle Area.

ADJUDICATION

This Agreement is to be construed with, and Lessee agrees to abide by, all the applicable laws, statutes, ordinances, rules and regulations of the United States Federal Government, the State of Washington, County of King and the City of Seattle. In the case of a dispute between the parties, the laws of the State of Washington shall apply, and jurisdiction over such dispute shall be with the Superior Court of King County, Washington. In the event either party hereto files a suit in any way connected with this lease, the unsuccessful party shall pay the prevailing party a reasonable sum for attorney's fees and costs as the same may be determined by the court of competent jurisdiction. The marginal headings and titles to the paragraphs and/or sections of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof. This Agreement, including the exhibits, addendums and attachments, if any, attached hereto and forming a part hereof, are all of the covenants, promises, agreements, conditions and understandings, either oral or written between the parties. No subsequent alteration, change or amendment to this Agreement shall be binding upon the parties unless reduced to writing and signed by them. Should any term, provision, condition or other portion of this Agreement be held to be inoperative, invalid or void, the same shall not affect any other term, provision, condition or other portion of this Agreement but the remainder of this Agreement shall be effective as if such term, provision, condition or portion had not been contained here.

NOTICES

All notices to be given by the parties hereto shall be in writing and may either be served personally or may be deposited in the United States Mail, postage prepaid, by either certified or registered mail;

To City: Superintendent of Buildings
Room 503 Municipal Building
600 4th Avenue
Seattle, Washington 98104
Attention: Property Management

To Lessee: Western Salvage Company
6901 East Marginal Way South
Seattle, Washington 98108

or to such other respective addresses as either party may from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

RELATIONSHIP

City shall in no event be construed, held or become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of its business or otherwise. This Agreement does not constitute Lessee the agent or legal representative of City for any purpose whatsoever. Lessee is not granted any express or implied right or authority to assume or to create any obligation or responsibility in behalf of or in the name of City or to bind City in any manner whatsoever.

IN WITNESS WHEREOF, the Lessee and the City have executed this Lease Agreement under the authority of Ordinance 106795 this 2nd day of November, 1977.

LESSEE:

THE CITY OF SEATTLE

By

Mayor

ATTEST

E. L. Kidd
City Comptroller

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

THIS IS TO CERTIFY: That on this 2nd day of November, 1977 before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared WES UHLMAN and E. L. KIDD, to me personally known to be the Mayor and City Comptroller, respectively, of THE CITY OF SEATTLE, a municipal corporation, that executed the foregoing instrument and acknowledged to me that they signed and sealed the same as the free and voluntary act and deed of said municipal corporation and on oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said municipal corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Edward J. Rade
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 2nd day of Oct, 1977, before me personally appeared Michael E. Chapman and _____ to me known to be the Owner and _____ of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand the day and year first above written.

Charlotte Chapman
Notary Public in and for the State
of Washington, residing at Seattle

SCL 06050

Page 8 of 8

240429-1-405

CTY0050945

SEA291399

ATTACHMENT A

LEGAL DESCRIPTION

Portion of the Southeast quarter of the Southwest quarter of the Northeast quarter of Section 29, Township 24 North, Range 4 East W.M., lying within the L. M. Collins Donation Land Claim #46, more specifically described as follows:

Beginning at a point on the South line of the L. M. Collins Donation Land Claim #46, two thousand and forty-six (2,046) feet east of the Southwest corner thereof, at the intersection of the L. M. Collins Donation Claim Meander Line and the South line of said Donation Claim, thence North 89°58'02" West, two hundred seventeen and ninety-nine one hundredths (217.99) feet; thence North 22°31'38" East, two hundred fifteen and eighty-nine one hundredths (215.89) feet; thence North 86°01'58" East, two hundred thirty-nine and ninety-nine one hundredths (239.99) feet; thence South 1°11'21" East, one hundred and twelve one hundredths (100.12) feet; thence South 12°49'25" West, one hundred nineteen and six one hundredths (119.06) feet to a point of intersection with the South line of said Donation Claim; thence North 89°58'02" West along said South line, seventy-nine and seventy-nine one hundredths (79.79) feet to its intersection with said Meander Line and the point of beginning;

EXCEPT the South 30 feet thereof formerly used for County road (now South Myrtle Street) and;

EXCEPT portion condemned for Marble Street (now Ellis Avenue South) by Superior Court Cause No. 64064 and;

EXCEPT portion lying west of a line 130' Easterly of and parallel with the Easterly margin of Ellis Avenue as established.

240429-1-405

SCL 06051

CTY0050946

SEA291400

PERMIT

* P.M. No. 240429-1-405

* Kroll _____

* W. O. No. _____

* Maps No. _____

* Acquisition P.M.No. _____

DATES:

* AGENT J. J. Garry

* Assigned _____

@ Circulate request _____ To: _____ and _____

@ Receive comments _____ ☐ Approved ☐ Denied

@ Appraisal requested _____

@ Appraisal received _____

@ Permit prepared 1-10-78

@ Permit sent 1-12-78 ☐ W/EEO Form)

@ Permit signed 2/8/78 ☐ W/EEO Form)

@ To BPW 1-26-78

@ Received from BPW 2-15-78 ☒ Approved ☐ Denied

@ Billing Memo to Accounting 2-24-78

@ Memo to Engineering _____ to Operations _____ to Distribution _____

Index Mapping 4/7/78 Add to Permit List _____

Permit Summary 4/18/78 (Original in Permit File, Copies in

Rotary File 4/10/78 Acquisition File, Summary Book

@ To be reappraised on _____, 19 _____

@ Cancelled _____ Reason _____

* Applicant _____ @ Administrative Charge _____

* Address _____ @ Annual Fee _____

* Telephone No. _____ @ To be paid @ _____ per mo. or yr.

* Agent: _____

Remarks:

1-16-78 G & F Sample Dec 1, 1977
effective date OK per discussion
with Mike Chapman - J. J. Garry

* Clerk fills in - 1st step

@ Agent fills in - 2nd step

Clerk fills in - 3rd step

240429-1-405 SCL 06052

CTY0050947

SEA291401